

REQUEST FOR PROPOSALS

For

**Comprehensive Institutional Food Service,
Commissary, and Technology Services**

at the

PENNINGTON COUNTY JAIL
WESTERN SOUTH DAKOTA JUVENILE SERVICES CENTER
CARE CAMPUS

March 9, 2022

INTRODUCTION

Pennington County, hereinafter referred to as “County”, invites all qualified individuals and firms hereinafter referred to as “Vendors” experienced in the delivery and management of institutional food service operations, commissary, and technology services to submit a proposal for the Pennington County Jail, Western South Dakota Juvenile Services Center, and the Care Campus, hereinafter referred to as “Facilities”.

It is the intent of these specifications to secure a high quality, comprehensive and all-inclusive institutional food service operation, technology services, and commissary for clients at all three facilities.

The purpose of these specifications is to define the County’s needs and to gain adequate information to evaluate the services that your company has to offer. You may submit a proposal including or excluding any combination of institutional food service, commissary, and technology services.

PENNINGTON COUNTY, SOUTH DAKOTA
Comprehensive Institutional Food Service, Commissary, and Technology Specifications

TABLE OF CONTENTS

SECTION I. SPECIFICATIONS

- 1.0 General Information
 - 1.1 Introduction and Background
 - 1.2 Scope of Project
 - 1.3 Procuring and Contracting Agency
 - 1.4 Clarification of Specifications and Requirements
 - 1.5 Mandatory Site Visit
 - 1.6 Contract Commencement Term
 - 1.7 Price per Meal Submissions

- 2.0 Preparing and Submitting a Proposal
 - 2.1 General Instructions
 - 2.2 Incurring Costs
 - 2.3 Submitting the Proposal
 - 2.4 Proposal Organization
 - 2.5 Response Glossary
 - 2.6 Proposal Consideration
 - 2.7 Oral Presentations
 - 2.8 Site Visitations

- 3.0 Proposal Selection and Award Process
 - 3.1 Preliminary Evaluation of Mandatory Qualifications
 - 3.2 Evaluation Criteria

- 4.0 Required Vendor Information

- 5.0 Mandatory Requirements
 - 5.1 Food and Supplies
 - 5.1.1 Procurement of Food
 - 5.1.2 Compliance with U.S. Grade
 - 5.1.3 Use of Natural, Low Fat Products
 - 5.1.4 Meat Cuts
 - 5.1.5 Meat Content
 - 5.1.6 Commodities
 - 5.2 Frequency of Meals
 - 5.3 Menu Cycle
 - 5.4 Menu Planning
 - 5.5 Menu Review and Approval
 - 5.6 Recipes and Production Standards
 - 5.7 Menu Modifications and Substitutions

- 5.8 Meal Preparation and Service
- 5.9 Holiday Meals
- 5.10 Processing of Complaints

- 6.0 Commissary Services
 - 6.1 Availability and Restriction
 - 6.2 Approval of Commissary Items
 - 6.3 Commissary Pricing

- 7.0 Inmate Accounting and Kiosk System
 - 7.1 Interface and Compatibility
 - 7.2 Customization
 - 7.3 Accounting Functionality
 - 7.4 Communication Functionality
 - 7.5 Transaction and Other Fees

- 8.0 Special terms and Conditions
 - 8.1 Contract Cancellation
 - 8.2 Excused Performances
 - 8.3 Additional Items
 - 8.4 Adjustments to the Contract
 - 8.5 Use of Space
 - 8.6 Right of Inspection
 - 8.7 Profit or Loss
 - 8.8 Certification of Independent Price Determination
 - 8.8.1 Independent Pricing
 - 8.8.2 Disclosure
 - 8.8.3 Restriction of Competition
 - 8.8.4 Proposal Signatory Authority
 - a. Responsibility
 - b. Agent Authorization
 - 8.9 News Releases
 - 8.10 Employment
 - 8.11 Performance Bond
 - 8.12 Insurance
 - 8.12.1 Coverages and Minimum Limits
 - 8.12.2 Remodeling and Renovation
 - 8.13 Regular Meetings on Performance
 - 8.14 Permits/Licenses/Bonds
 - 8.15 Vendor Furnished Items
 - 8.16 Facilities and Equipment
 - 8.17 County Supplemental Food Service
 - 8.18 Advertising
 - 8.19 Personnel
 - 8.19.1 Management Assignment and Requirements
 - 8.19.2 Vendor Contact People

- 8.19.3 Personnel Relations
- 8.19.4 Staff Listing
- 8.19.5 Area Security
- 8.20 Equipment and Supplies
 - 8.20.1 County Supplied Equipment
 - 8.20.2 County Supplied Office Equipment
 - 8.20.3 Other Equipment
 - 8.20.4 Ownership and Removal of Supplies and Equipment
 - 8.20.5 Leased Equipment
 - 8.20.6 Purveyor Owned Equipment
 - 8.20.7 Repair and Replacement
 - 8.20.8 Sale of Food and Supply Inventory
 - 8.20.9 Vehicle
 - 8.20.10 Surplus
- 8.21 Space Use
 - 8.21.1 Food Service Areas
 - 8.21.2 Use of Non-Food Service Areas by Vendor
 - 8.21.3 Use of Dining and Service areas by County
 - 8.21.4 Facility Security
 - 8.21.5 Lock/Cylinder/Key Installation and Replacement
 - 8.21.6 County Security
- 8.22 Utilities
 - 8.22.1 Utilities
 - 8.22.2 Telephone
 - 8.22.3 Uninterrupted Service
- 8.23 Equipment and Facility Maintenance, Replacement and Sanitation
 - 8.23.1 Cleanliness and Sanitation
 - 8.23.2 Safety Requirements
 - 8.23.3 Facility Inspections
 - 8.23.4 Vendor Responsibilities
 - 8.23.5 Stripping and Sealing Floors
 - 8.23.6 Food Service Linens and Uniforms
 - 8.23.7 Trans Removal
 - 8.23.8 Waste Containers
 - 8.23.9 Recycling
 - 8.23.10 First Aid Equipment
 - 8.23.11 Fire Extinguisher System
 - 8.23.12 Hood Duct and Vent Cleaning
- 8.24 Statements, Audits, Payments and Billing
 - 8.24.1 Monthly Billing
 - 8.24.2 Reporting Period
 - 8.24.3 Review of Operating Statements
 - 8.24.4 Record Retention/Audits
 - 8.24.5 Purchases and Expenses
 - 8.24.6 Other Services and/or Sales
- 8.25 Entire Agreement

- 8.26 Applicable Law
- 8.27 Contract Assignment

- 9.0 Standard Terms and Conditions
 - 9.1 Deviations and Exceptions
 - 9.2 Acceptance-Rejection
 - 9.3 Public Records Access
 - 9.4 Proprietary Information
 - 9.5 Recycled Materials
 - 9.6 Material Safety Data Sheet
 - 9.7 Purchase of Remaining Food and Non-Food Inventory

- 10.0 Vendor's Certification

SECTION II. OPERATION/CURRENT YEAR INFORMATION

- 1.0 Pennington County Facilities
 - 1.1 Location of Facilities
 - 1.2 Food Service Facilities Available
 - 1.3 Nutritional Needs
 - 1.4 Regulatory and Funding Restrictions
 - 1.5 Special Considerations

SECTION III. 2021 INFORMATION

Appendix A - Accounting Program Requirements

Appendix B - Existing Inmate Kiosk Phone Locations

Appendix C - Food Service Fee Schedule Worksheet

Appendix D - Inmate Technology Service Schedule Worksheet

Appendix E - Commissary Service Fee Schedule Worksheet

**SECTION I
SPECIFICATIONS
INSTITUTIONAL FOOD SERVICE OPERATION**

SECTION I. SPECIFICATIONS

1.0 GENERAL INFORMATION

1.1 Introduction and Background

The County invites each Vendor to submit a proposal for the operation of the food service program, technology services, and commissary operations at the Jail, Juvenile Services, and the Care Campus.

The Pennington County Sheriff's Office operates the Pennington County Jail which is an adult correctional facility located at 307 Kansas City Street. The current capacity for adult corrections is 662-700 inmates.

The Pennington County Sheriff's Office operates the Western South Dakota Juvenile Services Center which is a juvenile correctional facility located at 3505 Cambell Street. The current capacity for juvenile services is 57.

The Pennington County Sheriff's Office operates a division within the Care Campus which would be categorized as safe beds, detox beds, addiction treatment services, and crisis care which is located at 321 Kansas City Street. The current capacity is 164-180. (46 Safe Beds are currently not receiving meals).

The County intends to award a thirty (28) month contract for the period beginning on September 1st, 2022 and ending on December 31st, 2024. The County shall have the option to extend the contract for four (4) additional terms of one (1) year each on the same terms and conditions set forth in the original contract.

1.2 Scope of Project

The County is seeking a nutritional, high quality, cost effective, and innovative solution to the food service needs and commissary operations within the facilities. These services must be provided in a manner that will meet the needs and concerns of inmates/clients and staff. The full achievement of the comprehensive goals of this program should result in innovative food service and commissary operations that will complement the mission of the facilities. Presently, all food preparation for all clients is conducted in a central kitchen located in the Jail Annex. Jail meals are served in hot/cold food containers directly to the jail housing units. Bulk meals are transported by food service vendors to the other facilities who serve the meals with the support of staff and clients at those facilities.

In addition to food service and commissary operations, the county is also seeking a vendor that can provide technological services. All technology must have the ability to interface with the Facilities' Record Management System and be customizable. The technology component includes, but is not limited to:

- Inmate/Client Accounting Program
- Public Money/Bill Acceptor Kiosks
- Inmate/Client Intake Money/Bill Acceptor Kiosks
- Public Kiosks
 - Inmate Communication
 - Specific Service & Communication Websites
- Inmate Kiosk/Tablet Services
 - Public and Inmate/Client Communication
 - Voice Calling
 - Video Calling
 - Email
 - Messaging
 - Facility and Inmate/Client Communication
 - Document Capture (for staff-initiated responses to handwritten letters)
 - Email and Notices
 - Requests
 - Sick Calls
 - Grievances and other Administrative Remedies
 - Customizable Form Entry
 - PREA Communication
 - Safety & Justice Partner and Inmate/Client Communication
 - Encrypted Voice Calling
 - Encrypted Video Calling
 - 3-Way Voice Calling
 - 3-Way Video Calling
 - Encrypted Email
 - Encrypted Messaging
 - Form Entry
 - Law Libraries
 - Comprehensive Reporting
 - Investigation
 - Statistics
 - File Export
 - Publications (examples)
 - Inmate Handbook
 - Notices
 - Policies
 - Programming (availability)
 - Inmate Entertainment (availability)

- Commissary Ordering
 - Paid
 - Indigent

We believe that our operations would be best suited to the following considerations and we are anticipating discussing diverse mechanisms and strategies:

- Scheduled Video Calls should allow the visit to be mapped to specific locations (i.e cellblocks) with location based time options.
- Inmate initiated Video Calls should connect to a user account with either a website based or vendor application available on all consumer platforms;
- Public terminals should be able to be configured as access terminals for vendor services, user accounts, and county website access;
- Inmates should receive 1 free Voice Call during each booking;
- Inmates should receive 1 free Video Call each calendar week;
- Inmates should receive 1 free Voice Call following release;
- Rates and commissions or services should be discussed based upon the currently proposed FCC rate restrictions;
- Public user account sites should be easy to navigate with one login for all vendor specific activity;
- An on-site representative or direct video chat option should be available for public individuals who request assistance;
- Tablets will be considered as long as:
 - Specific functions can be activated or deactivated,
 - Check-out and charging mechanisms requiring staff resources are minimal,
 - Hard mounting is an option;
- All technological inmate services available to Safety & Justice Partners should be offered without cost when authorized by the Pennington County Sheriff's Office;
- Facility staff are able to schedule Voice & Video Calls between specified users to specific Inmate Kiosks;
- Sufficient kiosks in each housing location to include a kiosk in an interview room that can be used for Safety and Justice Partner connection with inmates;
- Contracts will be considered for terms that illustrate a partnership with the Pennington County Sheriff's Office.

*Appendix A of this RFP is an extension of this section and provides more detail on the Accounting components required.

*Appendix B of this RFP is an extension of this section and provides more detail on the locations of technology devices.

1.3 Procuring and Contracting Agency

These specifications are issued for the County which is the sole point of contact during the evaluation process. Any potential contract resulting from this RFP shall be between the County and Vendor for the provision of Comprehensive Institutional Food Services, Commissary, or Technology Services according to the terms set forth herein. A central county agency will be identified to serve as the representative of the County responsible for administration of the contract and referred to herein as the “County Contract Administrator.”

1.4 Clarifications of Specifications and Requirements

RFP questions shall be submitted in writing, by email, to Chief Deputy Brian Mueller with sufficient time to receive a response prior to proposal submission to the County of Pennington. **No request for clarification or questions will be accepted after 12:00 noon (MST) on Friday, April 1st, 2022. Questions with responding answers will be posted on the Pennington County website with the other RFP documents no later than 5:00 p.m. (MST) on Thursday, April 7th, 2022.**

Submit to: Chief Deputy Brian Mueller
Pennington County
Sheriff's Office
300 Kansas City Street, Suite 100
Rapid City, SD 57701
email: brian.mueller@pennco.org
Phone: 605-394-6113

In the event that it becomes necessary to provide additional clarifying information, or to revise any part of the RFP specifications, all such revisions, amendments and/or supplements will be published on the Pennington County Website: <https://www.pennco.org/sheriffsrfp>

Each submitted proposal shall stipulate that it is predicated upon the terms and conditions of the RFP specifications and any supplements or revisions thereof.

1.5 Mandatory Site Visit

It is **mandatory** that each Vendor complete a site inspection and tour of the Facilities, to ensure all responses reflect a complete understanding of the conditions, operation, location, equipment, requirements, space availability, and surrounding areas. Each Vendor will be expected to tour the facility to observe both food service operations and view the various technical components also required in the RFP. No tour will be permitted to last more than four (4) hours. During any tour/site inspection there will be no recruitment of staff, inquiries of

proprietary nature or interference with staff activities. Vendor representatives should be competent and sufficiently experienced to observe operations and make proprietary decisions for proposal submissions. Any questions to staff will be limited to general activities that staff may perform or are performing. A senior security officer will be assigned to the Vendor representative(s) to ensure compliance with the rules and to respond to questions concerning security and inmate movement in the facility. Be advised the current Vendor, at their discretion, may also provide a manager in the kitchen during tours. Any such manager will not be a part of the tour nor engage the tour. **Site inspections will be conducted during the period of Monday, April 11th, 2022 through Friday, April 22nd, 2022.** Appointments for the site tour and inspection will be filled on a first-come, first-served basis. Only one vendor at a time will be allowed on-site. Commander Yantis will coordinate all site visits. **No further site inspections will be conducted after April 22nd.** The County reserves the right to post any clarification as a result of the site visits to the County website. Any proposal submitted by a Vendor that did not complete the mandatory site inspection **will be rejected.**

1.6 Contract Commencement Term

The County intends to award a thirty (28) month contract for the period beginning on September 1st, 2022 and ending on December 31st, 2024. The County shall have the option to extend the contract for four (4) additional terms of one (1) year each on the same terms and conditions set forth in the original contract. Unless the County notifies the vendor of its election not to exercise any renewal term at least one hundred and twenty (120) days prior to the expiration of the initial term or the then current renewal term, each renewal term shall automatically be exercised without notice or other action of any kind by the County.

1.7 Price per Meal Submission

Each proposal submitted shall set forth the cost per meal for the first 16 months ending on December 31st, 2023. The final awarded contract will include a provision to permit an annual review to consider an adjustment in the price per meal in the subsequent year of the contract and in any renewal term.

2.0 PREPARING AND SUBMITTING

2.1 General Instructions

The evaluation and potential selection of a vendor will be based on the information submitted in the Vendor's proposal plus references and the required on-site visit. Each Vendor shall furnish a complete description of capabilities in the field of food services, commissary operations and technological aspects desired in the RFP. Failure to respond to each of the requirements in the specifications may be the basis of rejecting a proposal.

Elaborate submissions (e.g., expensive art work) beyond that sufficient to present a complete and effective presentation are not necessary or desired.

2.2 Incurring Costs

The County is not liable for any cost incurred by Vendors in replying to the RFP.

2.3 Submitting the Proposal

In order to be considered in the proposal evaluation process, all proposals must be packaged, sealed and show the following information on the outside of the package: Vendor's name and address, RFP title, and due date.

The original proposal package and five (5) copies, shall be delivered to:

Pennington County Sheriff's Office
C/O Chief Deputy Brian Mueller
300 Kansas City, Suite 100
Rapid City, SD 57701

Original proposals with the appropriate cost form (Appendixes C-E) must be received no later than 3:00 p.m. on Thursday, May 5th, 2022. Vendors must allow sufficient time for delivery of their proposals by the time specified. Proposals that are not received on time will be rejected.

The cost form included as part of these specifications shall be submitted with the proposal.

2.4 Proposal Organization

Proposal information should be a complete and concise description of the Vendor's ability to deliver materials, equipment or services. Submissions must be organized and presented in the order and by the number assigned in these specifications. Submission should be typed and submitted on 8.5x11 paper and bound securely. Submissions must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The specification sections that should be submitted or responded to are:

Cover Page
Introduction
Required Vendor Information (Section I - Subsection 4.0)
Response to Mandatory Requirements (Section I - Subsections 5.0; 6.0; 7.0 and Appendix A)
Response to Special Terms & Conditions (Section I - Subsections 8.0; 9.0)

Cost Form(s) (Appendixes C-E)
Submission Form (Section I - Subsection 10.0)

2.5 Response Glossary

Any proposal submitted should provide a glossary of all abbreviations, acronyms and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the response.

2.6 Proposal Consideration

The County will not consider a cost-plus management fee contract proposal nor operations which require an extended term subsidy of food services. The County will only consider proposals from those Vendors who have met qualifications and have completed the required submission form.

2.7 Oral Presentation

Vendors may be required to make oral presentations to clarify their proposal. In conducting these discussions, there shall be no disclosure of any information obtained from any competing Vendor. These presentations may be scheduled and held after receipt and evaluation of the proposals to provide an opportunity for the Vendor to supplement and/or clarify the proposal for the evaluation team. Should a Vendor refuse to honor the request for oral presentation or complete an oral presentation it may result in disqualification. Since oral presentations may not be requested, each Vendor should make their written proposal concise and complete.

2.8 Site Visitations

Representatives from the County reserve the right to inspect the Vendor's facilities and other operations under the Vendor's management prior to award of a contract.

3.0 SELECTION AND AWARD PROCESS

3.1 Evaluation of Mandatory Qualifications

Proposals will first be reviewed to determine if all information requested in Section 1 Sub-Sections 4, 5, 6, 8, 9; 10 & Appendix A-E is provided. Failure to provide this information may result in the proposal being rejected. In the event that Vendors do not provide all the information requested, the County reserves the right to continue the evaluation of proposals and to select the proposal that most clearly meets the requirements outlined in these specifications. When formulating a proposal, Vendors must account for all the requirements of Section 1 Sub-Sections 5, 6, 7, 8; 9 & Appendix A-E and the information listed in Section

II: Operation/Current Year Information of the RFP specifications. The requirements of Section 1 and II will be part of the contract awarded to the successful Vendor. Average Daily Population of the relevant correctional facilities is listed in Section III of the RFP specifications. Weekly number of meals served is also included in Section III.

All proposals shall be evaluated by an evaluation team selected by the Pennington County Sheriff's Office. Evaluation and potential selection of the Vendor shall be based on the information submitted in the proposal. The team may review references, require oral presentations and conduct on-site visits to Vendor accounts and use the results in evaluating the proposals.

The County reserves the right to waive any technicalities in the specifications or proposals and to reject any and all proposals. If contract negotiations cannot be concluded successfully with a Vendor, the County may award and negotiate a contract with another firm submitting a proposal.

3.2 Evaluation Criteria

After being evaluated on whether or not all requested information is provided, the proposals shall be scored based on the Vendor's response to the RFP specifications.

- 3.2.1 Vendor's demonstrated experience and expertise in providing food service and inmate commissary operations
- 3.2.2 Vendor's financial stability and condition
- 3.2.3 Plan of operation
- 3.2.4 Cost - price per meal
- 3.2.5 Technology Services

4.0 REQUIRED VENDOR INFORMATION

The following information is required to determine if the Vendor has the financial, managerial and operational resources to operate the account. Only those Vendors determined to be responsible by the County in the above categories shall be considered for award.

Vendors shall provide a written response to all required Vendor's Information. Each response shall be numbered to coincide with the numbering below and presented in the sequence listed. The Vendor's Information shall provide a straight forward, concise description of that which is required. Emphasis should be on completeness and clarity of content. Omissions, inaccuracy or misstatement may be sufficient cause for rejection of a

proposal.

The required Vendor's Information is as follows:

- 4.1 Name, address and phone number of the food service provider and the names of all owners of the company or provider; and the principal stockholders of the company or corporation if any.
- 4.2 The duration and extent of experience in the provision of Corrections food service, commissary operations and technological services as described in Section I:1.2. Explain in detail.
- 4.3 A list of three references where your company/organization has within the last year provided food service, commissary operations, and/or technological services as described in Section I:1.2. This list should show the ability to provide food service to a large number of individuals. Give length of time at each account, name, address and phone number of contact person of each operation.

Please provide at least three (3) references outside of your company/organization familiar with your food service operation who can speak authoritatively to the ability of your company/organization to manage the business of a major food service and commissary operation.

4.4 Personnel (Management Experience and Work Force)

4.4.1 Management Experience

- a. Describe your personnel support structure and any special resources available to the management personnel that would be assigned to this account. Provide an organizational chart.
- b. Provide a schedule of frequency of visits and a personnel supervisory plan for the staff assigned to this account.
- c. Provide resumes for your proposed management personnel that would be assigned to this account.

4.4.2 Work Force

- a. Provide an overview of your plan to adequately staff the County account. Include all management positions, administrative support positions and non-management positions. Describe employee training programs and your plan to implement them.

- b. Describe the use or role of inmate labor and your plan to implement, train, and supervise inmates and the relationship of trustees to the reduced cost of services.
- c. Describe the administrative accounting support for billings and financial accountability.
- d. Provide an outline of your daily housekeeping and sanitation program, including recycling efforts, and a plan for implementation.

4.5 Emergency Operation Plan

4.5.1 Emergency Operations in the Event of Kitchen Unavailability

- a. Provide a description of your emergency operation plan in the event of temporary loss of the use of the kitchen facilities of Pennington County or supply chain deficiencies. What resources will be utilized to ensure an uninterrupted continuation of food service, production, and delivery?

5.0 MANDATORY REQUIREMENTS

Unless specifically stated otherwise, the Vendor shall comply with the following requirements.

5.1 Food and Supplies

5.1.1 Procurement of Food

The Vendor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food and direct supplies related to food production, service and management applicable to the contract.

5.1.2 Compliance with U.S. Grades

All food and supplies purchased shall be in conformance with the specified minimum U.S. Standards for Grades and meals for juveniles shall comply with the National School Lunch Program (NSLP). In the absence of grade labeling, the Vendor shall provide the County with packers' labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. The County shall periodically, or as necessary, inspect the Vendor's inventory of food and supplies to determine that purchase standards are maintained. Grade minimum for food items shall be as follows:

- a. Meat - USDA No. 1 or choice, cut to IMP specifications.
- b. Seafood - U.S. Grade A, certified
- c. Poultry - U.S. Grade A
- d. Eggs - U.S. Grade A medium size
- e. Pure ground beef - USDA utility or better, not to exceed 18% to 22% fat
- f. Fresh fruits, vegetables - USDA Grade A or B
- g. Canned fruits, vegetables, juices - USDA Grade A or B
- h. Frozen fruits, vegetables, juices - USDA Grade A or B
- i. Dairy products, cheese - USDA Grade A or B

5.1.3 Use of Natural, Low Fat Products

The Vendor shall use natural, low fat products whenever possible. Natural, low fat processed cheeses may be used for cooking purposes. Tropical oils may not be used by the Vendor for cooking purposes.

5.1.4 Meat Cuts

All meat cuts shall be in accordance with USDA IMP specifications. These grades are intended as minimum standards only and the Vendor is encouraged to exceed these minimums whenever possible. All other food stuffs not included in the above categories shall be of comparable quality.

5.1.5 Meat Content

Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%. All menu items prefabricated, produced by others, or processed by the Vendor containing soy protein derivatives or poultry analogues shall be approved by the County prior to service.

5.2 Frequency of Meals

The Vendor shall provide meals at least three (3) times per day with a minimum of two (2) hot meals per day. Regular meal times will be established with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. A meal schedule shall be specific to the needs of the facility, but shall be mutually agreed upon by both the Vendor and the facility. The Pennington County Facilities shall provide the number of meals needed to be prepared for each meal/sack lunch/snack.

A sack lunch shall be provided to inmates who miss the service of the regularly scheduled meal, for those inmates temporarily housed in the intake/release areas of the Facilities. The sack lunch shall meet the nutritional needs of the inmates.

Snacks and nutritional supplements may be required.

5.3 Menu Cycles

Meals shall follow a pre-approved menu cycle with a minimum cycle length of three weeks. Cycle menus shall be changed a minimum of two times per year. **A sample cycle menu must be submitted with the proposal.**

5.4 Menu Planning

Menus shall be planned in accordance with the National Institute for Jail Operations (NIJO), National School Lunch Program (NSLP), National Research Council, National Commission on Correction Health Care, and American Corrections Association's (ACA) Recommended Dietary Allowances (RDA) to meet the nutritional needs of the individuals. The Food Guide Pyramid shall serve as a basis for all menu planning to assure a variety of foods, maintenance or improvement of weight, adequate sources of essential nutrients and fiber, and appropriate amounts of fat, cholesterol, sugar, and salt/sodium.

The menus shall provide a variety of foods in adequate amounts in accordance with RDA's, NIJO, NSLP, and ACA standards. These shall be adjusted for age, gender, and activity level of the inmates. The Vendor shall retain copies of pertinent standards at the individual facilities.

A variety of food flavors, textures, temperatures, and appearances shall be used. **The Vendor shall include in the proposal a method to monitor inmate preferences and to make acceptable adjustments. A sample meal quality assurance assessment form shall be submitted.**

5.5 Menu Review and Approval

The menus shall be reviewed and approved by a Registered Dietitian who is licensed by the State of South Dakota, in order to ensure compliance with all of the above-mentioned regulations and RDA's for age and gender of all groups.

5.6 Recipes and Production Standards

Standardized recipes and portion control shall be submitted and followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements. All recipes and production directions shall be in writing and followed implicitly to assure consistency of taste and quality in food products served. Production such as grilling, French frying, steam cooking, etc., of items shall be continuous through each meal period with large quantities prepared as close as possible to the time they will be served, while still maintaining quality and adequate stock to avoid delay in service.

The County shall have free access to any and all records of recipes, production sheets, product specifications, and quantities of food issued each service unit.

5.7 Menu Modifications and Substitutions

Modifications in the menu will be made to accommodate medical nutrition therapy as prescribed by the physician/medical team for individuals.

Modifications in the menu made to accommodate altered consistency needs for the individuals will be provided as prescribed by the medical team.

Modifications for religious diets are required and must adhere to the requirements as mutually agreed upon by the Vendor and the facility commanders or designees. Kosher diets shall comply with kosher standards in food content, preparation, and how it is served.

Documentation of all meals served, including substitutions, shall be maintained. A written method for food substitutions shall be maintained and shall be reviewed by a Registered Dietitian who is licensed in South Dakota to assure nutrient content of substituted foods is comparable. Food substitutions must be available to accommodate food avoidances due to religious beliefs/practices/observances and inmate needs in compliance with Medicare/Medicaid standards. Vegetarian food substitutions may be needed. Food allergies must also be accommodated and a substitution provided. The Vendor shall provide a monthly report of all special dietary meals served to individual inmates.

5.8 Meal Preparation and Service

All meal preparation and service shall be supervised to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperatures are adequate and maintained throughout preparation, service and delivery of food.

5.9 Holiday Meals

A minimum of three holiday or special meals shall be served each year. **Three sample holiday meal menus shall be submitted with the proposal.** Additional holiday or special meals may be requested by facilities and shall be determined by mutual agreement of the facility and the Vendor.

5.10 Processing of Complaints

The Vendor shall participate in the facilities' administrative remedies for addressing complaints from inmates.

6.0 COMMISARY SERVICES. Unless specifically stated otherwise, the Vendor shall comply with the following requirements.

- 6.1 Commissary will be made available to all inmates housed in the Facilities. Commissary may be restricted by staff based on facility rules, medical restrictions, inmate classification, and/or disciplinary status. A system should be utilized that automates any such restriction because of these statuses.
- 6.2 Commissary items available for sale will be approved by the specific Facilities' Administration. The Vendor will maintain a list of items available to inmates for purchase that will be approved by each Facilities' Administration. This list can be added to or subtracted from with the Approval of the Facilities' Commander's, Directors, and/or Captains.
- 6.3 Commissary items available for purchase will be sold at reasonable rates. Prices will be set based on a fair market price for the goods taking into consideration the additional costs associated with managing and providing commissary services within a secure correctional or institutional environment. The list of available commissary items approved by Facilities Administration will include prices. Once prices are established they will not be modified without approval of the Facilities Administration.
- 7.0 INMATE ACCOUNTING AND KIOSK SYSTEM - Inmate Accounting and Kiosk System (Kiosk System) must be robust enough to manage all facets of inmate financial accounting throughout the Facilities. The Kiosk System must allow for the entire financial accounting of all inmate, warrant or bond related transactions to Facilities activities (this specification is not associated with any budgetary functions of the Facilities only inmate/public transactions that occur at or within the Facilities).
- 7.1 Interface and Compatibility - The Kiosk System and Inmate Accounting System must have the capability to interface with the other functions of the Facilities. These interfaces will be implemented and developed between the Vendor and the various other vendors that will be involved in the interface. The other vendors with which the Kiosk System and Inmate Accounting System must interface includes, but is not limited to, the following:
- Zuercher/Central Square – this is a one-way interface;
 - Numi - Inmate funds release debit card system;
- 7.2 Customization - The Kiosk System must be customizable to establish various funds to accommodate programs and billing throughout the Facilities and allow for user-based configuration to manage and document automated billing of inmates who participate in various Facilities' programs. This includes reporting and reconciliation capabilities to track individual inmate activity and balances for each Facilities program.

- 7.3 Accounting Functionality - The Vendor will provide a computerized Kiosk System that will provide an accounting component which must:
- 7.3.1 Allow for reporting, reconciliation, and cash flow or positive pay reports that meet the County's needs for transparency and accountability in the management of inmate moneys during their incarceration and allow for adjustable levels of inmate debt collection.
 - 7.3.2 Accept warrant and bond payments from and on behalf of individuals both in custody and out of custody. Payments shall be accepted in cash or from bank cards. In addition to the amount of any such warrant or bond payment, the Kiosk System must be able to document and track the date, time, and location of the payment and the name of the party from whom the payment is received.
 - 7.3.3 Allow for all inmate financial activity within the Facilities to be documented, tracked, archived and reported to a level that meets or exceeds standard accounting practices for accountability. The reporting functions must be detailed and customizable to meet the needs of the County, the Pennington County Auditor, and the financial institute that the county utilizes.
 - 7.3.4 Allow for funds to be returned to inmates upon release with a debit card system. Any system must have the capability to allow for checks to be printed in addition to debit cards being issued.
 - 7.3.5 Allow the public to make online or onsite deposits into an inmate account without requiring staff to manually enter the deposits. A minimum of three (3) kiosks within the Jail and two (2) at JSC must include a device that accepts and reads cash/coins by denomination (bill/coin acceptor) and has the ability to detect counterfeit bills in order to accurately register deposit credits into inmate accounts. The locations of the kiosks with the bill acceptors within the Facilities shall be defined by the County.
- 7.4 Communication Functionality - The Vendor will provide a computerized Kiosk System that will provide a law library component and a communication component which must allow for the management of requests, grievances and correspondence.
- 7.4.1 The Kiosk System must allow inmates to access authorized digital services, including inmate phones, video visitation, law library, within the Facilities as well as correspond with staff and the public. The Vendor will provide an appropriate Kiosk to inmate ratio to allow adequate access to and facilitate all functions of the Kiosk system.
 - 7.4.2 The Kiosk system must be customizable and allow for user defined

classification of inmate / staff correspondence and inmate grievances and sick calls. The correspondence or grievance must be user defined and routed to appropriate staff based on user groups established and maintained by the County. The system must provide for positive identification of inmate with a unique identifier (i.e., PIN, passwords, biometrics, etc.).

7.4.3 The Kiosk System must also allow for inmate appeals to grievances and allow for those appeals to be routed to the appropriate staff based on user defined permission templates.

7.4.4 All inmate / staff correspondence and grievances must be saved, archived, and accessible by users based on user defined permission templates.

7.4.5 The Kiosk System shall provide inmate access to Commissary Services on each kiosk. The Kiosk System must provide configuration settings to allow for circumstances when an inmate is indigent and requires specific Commissary settings appropriate for that status as determined by the County.

7.4.6 The Kiosk System must allow for inmate messaging correspondence and have appropriate capabilities for screening and flagging content for all types of electronic communication. Screening and flagging criteria must be customizable and defined by the County.

7.4.7 The Kiosk System must archive inmate specific correspondence in a manner that can be retrieved, exported and printed using robust search functionality.

7.4.8 The Kiosk System should also be able include inmate tablets that function the same as the kiosk. The proposal shall clearly list the cost per individual tablet and cost for groups of multiple tablets. The number of tablets and the locations of tablets within the Facilities shall be defined by the County.

7.4.9 The Kiosk System should include a “training account” function that allows users to navigate through kiosk functions as they appear to inmates and to view potential changes to Kiosk function or appearance prior to implementation.

7.4.10 The Kiosk System should include a video visitation scheduling component as well as the option for inmates to initiate video visits during location specific timeframes.

7.5 Transaction and Other Fees - The Vendor shall clearly list in its proposal all fees associated with either deposits to or withdrawals from an inmate account. The

proposal shall itemize all fees, including but are not limited to:

- Transaction Fees
- One time use fees
- Percentage based fees
- Credit Card Convenience Fees
- Online usage fees

7.5.1 The Vendor will provide the County with a list of fees billed to inmates and all other persons or entities depositing funds to the inmate account. Vendor understands that such fees will not be altered without notification and approval of the County.

7.5.2 The Vendor will provide for a kiosk accessible to the public for deposits to inmate accounts. This public kiosk must allow inmate associates to deposit funds to inmate accounts without requiring staff assistance to complete the transaction.

8.0 SPECIAL TERMS AND CONDITIONS: Note: These requirements will be incorporated into a final contract document with the selected provider. Consideration of these items are also part of the RFP specifications.

8.1 Contract Cancellation

The County may cancel the contract for breach, as determined by the County which shall consider such items as, but not limited to, insufficient insurance coverage, failure to provide required period statements, and/or failure to enforce required standards of sanitation or quality of service including, but not limited to, failure to maintain adequate personnel (whether arising from labor disputes) or any substantial change in ownership or proprietorship of the Vendor which in the opinion of the County is not in its best interest or failure to comply with the terms of the contract. If the County determines a breach has occurred, County shall provide written notice to Vendor, setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, such breach shall cease and arrangements made for corrections, the County may cancel the contract by giving sixty (60) days-notice in writing by registered or certified mailed of its intention to terminate the contract.

The Vendor may cancel the contract for breach by providing written notice to County setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, such breach shall cease and arrangements made for corrections, the Vendor may cancel the contract by giving sixty (60) days-notice in writing by registered or certified mailed of its intention to terminate the contract.

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and twenty (120) days prior to such anniversary date.

In the event the Pennington County Commission fails to appropriate sufficient money to fund the contract on an annual basis, the contract shall be deemed null and void and terminate. County shall provide 60 days-notice to Vendor of the unavailability of funds as stated above. The parties agree that termination of the contract for the reasons stated herein shall not be considered a default or breach by County nor shall it give rise to any claim or action against the County whatsoever.

8.2 Excused Performances

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

8.3 Additional Items

It is specifically understood and agreed that such items relative to manual food service that are not herein covered may be added to this contract by the County without voiding in any manner the provisions of the existing contract. Such additional items shall be furnished to the County by the Vendor with such additional consideration as is necessary to make it legally enforceable.

8.4 Adjustments to the Contract

After the initial contract year, the parties upon mutual agreement may adjust the specific terms or guarantees of the contract. All adjustments shall be proposed in writing to the County for approval prior to becoming effective.

8.5 Use of Facilities

The County permits the Vendor to use the kitchen in the Pennington County Jail to carry out the terms of the contract. This kitchen includes areas for manual food service preparation, kitchen equipment and limited supply storage. Subsequent modifications of space needs shall be subject to mutual agreement of the County and Vendor. The County shall provide heat, air conditioning, sewer, electricity, gas, and cold/hot water. The Vendor agrees to exercise care to keep these energy services to a minimum and comply with established energy conservation

practices, regulations and policies, and mutually endeavor to conserve the use of energies.

8.6 Right of Inspection

The County shall have the right of inspection of all manual food areas, storage and auxiliary service rooms, commissary areas, and the operation of the Vendor with respect to the quality and quantity of manual food service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises. All areas shall be maintained at a level satisfactory to the County. The County shall have the right to establish reasonable regulations from time to time with regard to such matters and the Vendor agrees to comply with such regulations. Authorized representatives of the County, shall have the full right of access to all areas of said premises at any and all times.

8.7 Profit or Loss

Any profit or loss from manual food services resulting from this proposal after direct costs, Vendor's management, and administrative fees to the County shall remain with the Vendor.

8.8 Certification of Independent Price Determination

By submission of the proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, the following in connection with the proposal submission:

8.8.1 Independent Pricing

The prices and guarantees in the proposal submission have been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition.

8.8.2 Disclosure

Unless otherwise required by law, the prices and guarantees which have been quoted in the proposal have not been knowingly disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor or to any competitor.

8.8.3 Restriction of Competition

No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose

of restricting competition.

8.8.4 Contract Signatory Authority

a. Responsibility

The individual signing the contract is the person in the organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 8.8.1 through 8.8.3, above.

b. Agent Authorization

The individual signing the contract is not the person in the organization responsible for the decision as to the prices being offered herein, but he/she has been authorized in writing to act as agent for the persons responsible for such decisions and that he/she has the authority to certify that such person has not participated, and will not participate, in any action contrary to 8.8.1 through 8.8.3, above, and their agent does so certify; and that he/she has not participated, and will not participate, in any action contrary to 8.8.1 through 8.8.3, above.

8.9 News Releases

News releases pertaining to this procurement or any part of the contract shall not be made without the prior written approval of the County.

8.10 Employment

The Vendor will not engage the services of any persons while they are employed by Pennington County.

8.11 Performance Bond

The Vendor shall be required to furnish a performance bond in the amount of \$100,000. Such bond must be furnished upon notification by the County and prior to contract award. The performance bond shall be furnished by a company licensed to do business in State of South Dakota. The performance bond shall be for the entire contract period.

The performance bond shall provide that in the event of non-renewal of the bond, the County and the Vendor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of non-renewal, the Vendor shall provide the County evidence of the new scope of surety within twenty-one (21) calendar days after the County's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

8.12 Insurance

The Vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred related to the contract.

8.12.1 Coverages and Minimum Limits

Coverage

Minimum Limits

Workers Compensation Employer's Liability Coverage (B)	Statutory \$100,000/\$500,000/\$100,000
Commercial General Liability (CGL) General Aggregate	\$1,000,00
Each Occurrence	\$1,000,000
Automobile Liability (including hired/non-owned) Combined Single Limit	\$500,000

8.12.2 Insurance Requirements

- a. The above insurances are required to be in effect during the course of any remodeling, renovation, or construction done by or at the direction of the Vendor.
- b. Upon notification of award and prior to issuance of a contract, the Vendor shall provide the County a current certificate of insurance with the required coverages and limits of insurance issued by an insurance company licensed to do business in the State of South Dakota and signed by an authorized agent.
- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Vendor shall bear the full and complete responsibility for all risk of loss of premises or damage to equipment or products resulting from any cause, including that of sub-Vendor s or inmates under Vendor supervision, and shall not penalize the County for any losses incurred related to the contract.
- d. These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to the Pennington County before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of 28 months and shall be extended by the Vendor for each subsequent renewal period of the contract. The Vendor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from the contract until specified coverage requirements are revised.
- e. In the event of non-renewal, cancellation or expiration of insurance, the Vendor shall provide the County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the County's receipt of the sixty (60) day

notice. In the event the Vendor fails to maintain and keep in force the insurance herein required, the County shall have the right to cancel and terminate the contract without notice.

- f. The parties hereto agree to hold harmless and indemnify each other, their officers, agents and employees, from or against any and all actions, suits, damages, liability, or other proceedings which may arise solely as the result of the acts or omissions of one party, its officers, agents, or employees in the performance of service hereunder.

8.13 Regular Meetings on Performance

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the Vendor shall meet regularly with the Facilities administrators to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with residents, inmates and staff.

8.14 Permits/Licenses/Bonds

The Vendor shall be financially responsible for obtaining all required permits, licenses and bonds to comply with pertinent municipal, county, state and federal laws and regulations. The Vendor shall assume liability for all applicable taxes including, but not restricted to sales and use taxes.

8.15 Vendor Furnished Items

The Vendor shall furnish all commodities, supplies and other necessary equipment herein specified and all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in the contract, and any subsequent extensions or amendments.

8.16 Facilities and Equipment

Upon termination or expiration of the contract, the Vendor shall vacate the premises and deliver up the premises in the same condition that the premises were in at the time the Vendor entered the premises thereunder with reasonable use and wear expected.

8.17 County Supplemental Food Service

The Vendor may supplement the manual food service in the contract with other means of dispensing food and beverage items by additional manual or vending food services as approved by the County.

8.18 Advertising

The County shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, menus and similar items, prior to purchase of items by the Vendor. The Vendor shall use recyclable packaging materials, cups, sick tray containers, plates, and similar items when possible.

8.19 Personnel

An adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food. All personnel must complete the Facility pre-service training and subsequent training as required. An adequate staff of employees shall also be in place to guarantee the efficient and accurate handling of financial records.

8.19.1 Management Assignment/Requirements

The Vendor's food service director assigned to the County facility shall be subject to the approval of the County. The food director assigned to the County shall not be changed without thirty (30) days advanced notice and replacement selection made is acceptable to and mutually agreed by the County, unless they have been terminated from the company. Positions shall not remain vacant for a period to exceed thirty (30) days.

The food service director shall have the full authority to work with designated representatives of the County. The director shall have a demonstrated proficiency with maintaining a sanitary food service operation, menu development, internal accounting and controls, financial management, and personnel management and supervision of staff and inmates.

Candidates with experience in managing a large food service operation with increasingly responsible positions are desired.

8.19.2 Vendor Contact People

The Vendor shall identify headquarters management staff by name who shall routinely review and inspect operation, fill staff vacancies, consult with the County on current and future food service programs, and act with full authority on the Vendor's behalf in any and all matters pertaining to the specifications of the contract.

8.19.3 Personnel Relations

Personnel relations of employees on the Vendor's payroll shall be the

Vendor's responsibility. The Vendor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

8.19.4 Staff Listing

The Vendor shall supply the County with a complete list of employees, supervisors, and management assigned to work areas at the start of the contract and as frequently thereafter as requested by the County. The list may be reviewed annually or at any time during the year by the County. All employees of the Vendor shall be subject to the approval of the County.

8.19.5 Area Security

The Vendor's staff shall open, close and check County food service facilities as instructed and required by the County. County shall furnish instructions and initially train Vendor's full-time managers in approved procedures.

8.20 Equipment and Supplies

8.20.1 County Supplied Equipment

The County shall provide the Vendor with an initial physical inventory of supplies (i.e., hand utensils, cleaning equipment, trays, pans, pots, dishes, glasses, silverware, etc.) and capital equipment at the start of the contract. Depletion of supplies shall be replaced to existing par level by the Vendor at its expense semi-annually and on completion or termination of the contract. The specifications for these items shall be arrived at by mutual agreement.

The Vendor shall confirm arrangements for replacement and/or make payments by the 15th day of the month following the determination of inventory shortages or termination or expiration of the contract.

The County shall maintain an up-to-date physical inventory record of supplies and capital equipment during the life of the contract. Additional new items or increased inventory level requirements shall be provided by the Vendor to meet obligations of the contract through the appropriate purchasing authority and authorized funding procedures. The Vendor shall not purchase items for use at the facility anticipating the County to purchase these items at some future date.

At the start of the contract, the County and Vendor shall conduct joint physical inventories of all supplies and capital equipment. At that time,

the extent of repair and replacement shall also be determined by the County. On completion and acceptance of these inventories by the Vendor, the Vendor shall assume the responsibility for the equipment under the terms of the contract.

8.20.2 County Supplied Office Equipment

The County shall provide the following existing office furniture and equipment for use by the Vendor in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, and other equipment as negotiated.

8.20.3 Other Equipment

Other equipment not provided by the County that the Vendor deems necessary may be provided by the Vendor at its own expense. Said equipment and installation shall require prior approval of the County. With respect to equipment provided by the County, the County makes no implied or express warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Vendor shall have the benefit of any warranty or guarantee given the County by the manufacturer or the seller of the equipment.

8.20.4 Ownership and Removal of Supplies and Equipment

Ownership of all non-expendable supplies and capital equipment shall remain with the County and shall not be loaned or removed from the facilities without prior written approval. The Vendor shall take such measures as may be reasonably required by the County for the protection against loss by pilferage or destruction.

8.20.5 Leased Equipment

The Vendor shall make contracts for and payments on all leased rental food services related equipment. Leased equipment requires prior approval from the County.

8.20.6 Purveyor Owned Equipment

Purchase of products (food or supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the cost of their product may be purchased for use at the County facility with prior approval of the County.

8.20.7 Repair, Replacement and Regular Maintenance of Equipment

The Vendor shall be responsible for the cost of repair of County food service equipment where it has been determined by the County that damages were due to the Vendor's negligence. The Vendor shall pay for the necessary replacement to the complete satisfaction of the County. Additionally, the Vendor is responsible for establishing a regular maintenance schedule for the provided equipment and are responsible for the cost of the maintenance.

8.20.8 Sale of Food and Supply Inventory

On expiration or termination of the contract, the inventories of food and supplies of the Vendor shall remain those of the Vendor unless purchased by the new Vendor. Arrangements for removal or assumption of these inventories shall be completed by the start of the new contract.

8.20.9 Vehicle & Special Food Service Equipment

The Vendor shall supply vehicle(s) to transport food service items to the Juvenile Services Center and the Care Campus. The Vendor shall provide qualified staff to operate the vehicle(s). The Vendor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Vendor.

The Vendor shall provide hot & cold individual food service trays sufficient in quantity to serve the present inmate/client population in the County's present facilities. Facilities Administration must approve any changes to the size or shape of the food service trays.

8.20.10 Surplus

The Vendor has the responsibility to consult with the County on the disposition or use of excess capital, expendable or non-expendable food service supplies and equipment. The disposition or declaration as surplus shall be the responsibility of the County and in accordance with County inventory control procedures.

8.21 Space Use

8.21.1 Food Service Areas

The Vendor may utilize all space assigned by the County for food service operations. This includes the central kitchen at the Pennington County Jail.

8.21.2 Use of Non-Food Service Areas by Vendor

When the Vendor uses areas that are not primarily intended for food service (e.g., meeting rooms and lounges) for such purposes as may be required, appropriate setup and tear down shall be undertaken by the County. The Vendor shall be responsible for cleanup which shall involve maintenance and sanitation of the areas, furniture rearrangement and equipment and trash removal. When the Vendor caters beverages and snacks in a meeting room, the Vendor is responsible for prompt removal of food equipment and food residue from the area following completion of the meeting. When the Vendor uses regular food service dining areas and arrangements for setup are required, appropriate setup and breakdown shall be undertaken by the Vendor. The Vendor shall be responsible for cleanup and floor maintenance.

8.21.3 Use Service Areas by County

The County may, without interfering with normal food service, use the service areas from time to time for other purposes. Appropriate setup and cleanup shall be undertaken by County personnel at no cost to the Vendor. Facilities shall be restored to conditions mutually satisfactory to the Vendor and the County before the next regularly scheduled meal service. Restoration shall involve maintenance and sanitation to the areas, dining and service equipment, and trash removal.

8.21.4 Facility Security

The Vendor is responsible for control of keys obtained from the County and the security of those areas that are used by its representatives. Designated employees of the Vendor shall be responsible for ensuring that all equipment has been turned off, windows closed, lights and fans turned off, and doors locked. The Vendor shall be responsible for immediately reporting all the facts relating to losses, damage, or security issues. The County shall designate the authority who shall receive these reports and be responsible for key control

The County and Vendor shall mutually determine the additional security measures required to control unauthorized access to all food service areas included in the contract. The County and Vendor shall mutually determine their responsibilities for the cost to provide initial and future additional security.

8.21.5 Lock/Cylinder/Key Installation and Replacement

The Vendor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a

result of its negligence and/or loss of keys. The Vendor is responsible for the purchase of padlocks and other security devices not currently provided by the County that may be required by the Vendor to further ensure revenue, product or property security within the food service areas.

8.21.6 County Security

The County shall provide the Vendor with safety and security services currently available to food service, such as night patrol, door checks, security consulting, call response, etc. This service shall not include armored car service.

If the Vendor requires additional security, it shall be provided by, or coordinated through, the County for which the Vendor agrees to pay prevailing charges. In addition to Security staff, the Vendor may supplement with additional supervisory staff. The Vendor shall follow the County's policies in dealing with improper conduct and shall report all incidences to the County. Emergency calls shall be reported to the County as promptly as possible.

8.22 Utilities/Telephone

8.22.1 Utilities

The County will provide all utilities necessary for normal food service operations.

8.22.2 Telephone

The County shall provide the Vendor with telephone equipment, installation and service. The County shall determine the style, number and location of equipment to be provided. The Vendor, at its option, may install additional equipment at its expense. The Vendor shall have access to local and long distance service using equipment provided by the County and shall reimburse the County on a monthly basis at rates the County pays for local and long distance service. The County shall pay for equipment repair and replacement and line maintenance.

8.22.3 Uninterrupted Service

The County will not guarantee an uninterrupted supply of water, electricity, gas, telephone, heat, or high/low temperature refrigeration. However, the County shall use its best efforts to restore services following an interruption or failure of any such utility services or equipment. Scheduled outages by the County will be coordinated through the Contract Administrator.

8.23 Equipment and Facility Maintenance, Replacement and Sanitation

8.23.1 Cleanliness and Sanitation

The Vendor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items.

8.23.2 Safety Requirements

All materials, equipment and supplies provided by the County and Vendor must comply fully with all safety requirements as set forth by the South Dakota Administrative Code and the rules of the Industrial Commission of Safety. During the course of the contract, the Vendor is fully liable for public and private protection while work is in process at any site identified as a potential hazard. The Vendor must provide prominently displayed warning devices and/or signs that are in compliance with the safety regulations.

All hazardous conditions, physical surroundings, or fire shall be reported immediately to the County. Verbal reports will be followed with written reports by the Vendor before the end of the current shift, listing details of the posted hazard.

With the full cooperation of the County, an aggressive program of accident prevention and safety education shall be instituted by the Vendor. Proper instructions and training shall be provided on the use of equipment and techniques of handling food to aid in the goal of having an accident free and safe environment. Employees are to be trained by the Vendor on where to find safety equipment and how to use such equipment. All injuries and accidents are to be reported to the County as soon as possible after they occur.

8.23.3 Facility Inspections

Agents of Pennington County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct. These inspections may be at the request of the County's discretion. A management representative of the Vendor shall conduct equipment and facilities' maintenance and sanitation inspections periodically. Supplier representatives who normally provide equipment and product inspections shall furnish a copy of each report to the County and Vendor. The Vendor is responsible to implement

corrective operating measures required as a result of these inspections and reports within ten days of notification and by mutual agreement of the County.

Should the Vendor fail to meet the sanitation standards required by the contract or by any agency having jurisdiction, or fail to comply with the County rules and regulations concerning protection from fire or general safety, the County reserves the right to hire outside Vendor s to perform the necessary work or have the work done by County personnel, and, in either case, charge back to the Vendor actual labor and materials costs plus twenty-five (25) percent of the labor and materials total cost. The County reserves the right to withhold payment for services not rendered by the Vendor as set forth in the contract.

8.23.4 Vendor Responsibilities

The Vendor shall provide required housekeeping, maintenance, and sanitation service.

8.23.5 Maintenance of Floors

The Vendor shall be responsible for maintaining floors in the food service areas as determined by mutual agreement.

8.23.6 Food Service Linens and Uniforms

The Vendor shall provide an adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, pot holders, and such other related food service linens. The Vendor shall be responsible for the laundry service, dry cleaning, repairing, and maintaining an adequate inventory of these items. Selection of employee uniforms shall be mutually agreed upon by the County and the Vendor.

8.23.7 Trash Removal

Applicable state, county and municipal recycling and waste disposal requirements shall be adhered to. The County shall be financially responsible for costs of removal of trash and garbage from food service and production operations to remote dumpsters. The County shall be responsible for the costs of removal of exterior trash from the facilities.

8.23.8 Waste Containers

The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The County shall provide

trash bag liners as needed. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the Vendor.

8.23.9 Recycling

The Vendor shall develop programs, approved by the County, to reduce the use of disposable items that are not recyclable and separate for recycling the following materials that are generated as solid waste by the Vendor:

1. Aluminum Containers
2. Corrugated paper or other container board
3. Magazines or other materials printed on similar paper
4. Newspapers or other materials printed on similar paper
6. Office paper
6. Plastic containers
7. Steel containers

8.23.10 First Aid Equipment

The County shall be responsible for the costs of first aid equipment and supplies in all production and service areas.

8.23.11 Fire Extinguisher System

The County shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems.

8.23.12 Hood Ducts and Vent Cleaning

The Vendor is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The Vendor shall be responsible for routine cleaning and maintenance of hoods and filters.

8.24 Statements, Audits, Payments, and Billings.

8.24.1 Monthly Billings

The Vendor shall submit a weekly invoice to the County for meals served to inmates/clients of each facility. A breakdown of types of meals served, number of meals served, special meals, and partial day meals must be included. Specific counts for each day must be included. Snacks and nutrition supplements must be identified separately.

8.24.2 Reporting Period

The Vendor's year-to-date reports shall correspond with the County's fiscal reporting period of January 1 through December 31. A month shall be a calendar month. A week shall run from Saturday through Friday. Vendor s with manual food service at more than one County facility shall provide period statements that are uniform for each type of service at the facility as nearly possible as the terms of each contract specification permit.

8.24.3 Review of Yearly Operating Statements

Upon request of the County, the Vendor shall meet with the County and review each yearly operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in the contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

8.24.4 Record Retention/Audits

The Vendor shall retain all financial records and statements pertaining to the contract for a period of seven years from the close of each year's operation. All records pertaining to the operations of manual food service shall be readily available and open for inspection and/or audit by the County and USDA. Unresolved audits require retention of records for as long as necessary for resolution of issue raised by the audit.

The County's representative or selected auditors may annually or more often if deemed necessary, examine all financial and operational phases of the Vendor's services. Periodic reviews, conducted jointly by representatives of the County and the Vendor, shall be made to ensure that the staffing pattern, menu pricing structure and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that the County is provided with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

8.24.5 Purchases and Expenses

The taxes or costs described below which are applicable are components of the financial consideration of the contract.

- a. Payroll taxes for the Vendor's employees shall be paid by the Vendor to the appropriate Federal, State and local authorities.
- b. Licenses and permits, such as health and food service permits, shall be paid by the Vendor to the appropriate County and State

authorities.

- c. All purchases of non-food supplies for use in the performance of the contract are subject to the State sales and use tax and Vendor shall pay the tax to the supplier or to the proper government agency.

8.24.6 Other Services and/or Sales

Sales tax applies to all direct sales of meals to employees and visitors.

8.25 Entire Agreement

The written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement will be tried in Pennington County, South Dakota.

8.26 Applicable Law

The resulting contract shall be governed under the laws of South Dakota. The Vendor shall at all times comply with and observe all federal, state and local laws, ordinances and regulations that are in effect during the period of the contract and which in any manner affect the work or its conduct.

8.27 Contract Assignment

No right or duty in whole or in part of the Vendor under the contract may be assigned or delegated without the prior written consent of the County.

9.0 STANDARD TERMS AND CONDITIONS

9.1 Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the Vendor's letterhead, signed and attached as part of the submitted proposal. In the absence of such statement, the contract shall be accepted as in strict compliance with all terms, conditions and specifications and the Vendor shall be held liable.

9.2 Acceptance-Rejection

The County reserves the right to accept or reject any and all proposals, to waive

any technicality in any proposal submitted, and to accept a proposal deemed to be in the best interest of the County.

9.3 Public Records Access

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and award of contracts. Proposal openings are public unless otherwise specified. Contracts entered into by the County are filed with the County Auditor and open to the public - subject to any public records exceptions that may apply. Vendor is responsible for notifying County of any specific information contained in the contract that is not subject to disclosure as a public record under the law.

9.4 Proprietary Information

Any restrictions on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a proposal will be handled in accordance with applicable public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Vendor's responsibility to defend the determination in the event of an appeal or litigation.

9.5 Recycled Materials

Pennington County has a commitment to encourage the purchase of recycled materials whenever technically or economically feasible or required by law. Vendors are encouraged to use recycled materials.

9.6 Safety Data Sheet

If any item(s) resulting from this award is a hazardous chemical, as defined under 29CFR 1910.1200, the Vendor must provide one (1) copy of a Safety Data Sheet for each item to the County for approval prior to use, including reformulated chemicals.

9.7 Purchase of Remaining Food and Non-Food Inventory

At the beginning of the contract, the inventories and supplies of the existing Vendor shall remain those of that Vendor unless arrangements are made for purchase by the new Vendor. Arrangements for removal or assumption of these inventories shall be completed by the start of the new contract.

10.0 STANDARD PROPOSAL INFORMATION

- 10.01 Authorized Signature. An individual authorized to bind the Vendor to the provisions of the RFP must sign all proposals.

- 10.02 County Not Responsible for Preparation Costs. The County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.
- 10.03 Conflict of Interest. Vendors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the County). The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Vendor's proposal. The County's determination regarding any questions of conflict of interest is final.
- 10.04 Vendor's Certification. By signature on the proposal, the Vendor certifies that it complies with:
- The laws of the state of South Dakota.
 - All applicable local, state, and federal laws, codes, and regulations.
 - All terms, conditions, and requirements set forth in this RFP.
 - A condition that the proposal submitted was independently arrived at, without collusion.
 - A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the County).

If any Vendor fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the Vendor in default.

10.05 Offer Held Firm

Proposals must remain open and valid for at least **ninety (90) days** from the deadline specified for submission of proposals. In the event award is not made within **ninety (90) days**, the County will send a written request to all Vendors deemed susceptible for award asking Vendors to hold their price firm for a longer specified period of time.

10.06 Amendments to Proposals and Withdrawals of Proposals

Vendors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the County's request. After the deadline, Vendors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the County may retain the

Vendor's bid bond or other bid type of bid security, if one was required.

10.07 Alternate Proposals

Vendors may not submit alternate proposals for evaluation.

10.08 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Vendors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

10.09 Right of Rejection

The County reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The County may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The County may waive minor informalities that:

- a. Do not affect responsiveness.
- b. Are merely a matter of form or format.
- c. Do not change the relative standing or otherwise prejudice other offers.
- d. Do not change the meaning or scope of the RFP.
- e. Are insignificant, negligible, or immaterial in nature.
- f. Do not reflect a material change in the work.
- g. Do not constitute a substantial reservation against a requirement or provision.

The County reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Vendor determined to be nonresponsive. The County also reserves the right to refrain from making an award if it determines it to be in its best interest.

10.10 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the County or the proposal evaluation committee are permitted with any Vendor to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP

requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

10.11 Contract Negotiation

After final evaluation, the County may negotiate with the Vendors of the highest ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Vendor fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the County may terminate negotiations and negotiate with the Vendor of the next highest ranked proposal.

If contract negotiations are commenced, they will be held at Pennington County Sheriff's Office, 300 Kansas City Street, Suite 100, Rapid City, SD—a date and time to be determined.

If contract negotiations are held, the Vendor will be responsible for all costs including its travel and per diem expenses.

10.12 Failure to Negotiate. If the selected Vendor:

- i. Fails to provide the information required to begin negotiations in a timely manner.
- ii. Fails to negotiate in good faith.
- iii. Indicates it cannot perform the contract within the budgeted funds available for the project.
- iv. If the Vendor and the County, after a good-faith effort, cannot come to terms.

The County may terminate negotiations with the Vendor initially selected and commence negotiations with the next highest ranked Vendor.

10.13 Notice of Intent to Award— Vendor Notification of Selection.

After the completion of contract negotiations, the County will issue a written Notice of Intent to Award and send copies to all Vendors. The Notice of Intent to Award will set out the names and addresses of all Vendors and identify the proposal(s) selected for award. The scores and placement of other Vendors will not be part of the Notice of Intent to Award.

Successful Vendors named in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Vendor and the County sign the contract.

**SECTION II
OPERATION/CURRENT YEAR INFORMATION**

SECTION II. OPERATION/CURRENT YEAR INFORMATION

1.0 PENNINGTON COUNTY FACILITIES

1.1 Location of Facilities

1.1.1 Present Facilities

- a. Pennington County Jail
307 Saint Joseph Street,
Rapid City, SD 57701
- b. Western South Dakota Juvenile Services Center
3505 Cambell Street,
Rapid City, SD 57701
- c. Care Campus
321 Kansas City Street,
Rapid City, SD 57701

1.2 Food Service Facilities Available

1.2.1 Pennington County Jail - Centralized Kitchen

1.3 Nutritional Needs

1.3.1 Caloric Base/Diets

The proposed menu at the Pennington County Facilities will have an average caloric base of 2500 to 3000 calories per day.

1.3.2 Calorie Modifications

Due to the diversity of ages, work requirements, gender, and activity levels, calories must be modified to meet the nutritional needs of inmates.

1.3.3 Therapeutic Modifications Needed

Therapeutic modifications are prescribed on an individual basis by physician/medical team order only and include, but are not limited to:

- a. Low fat/low cholesterol

- b. Low sodium
- c. Protein Controlled
- d. Diabetic
- e. Bland
- f. Liquid
- e. Meal Loaf

1.3.4 Consistency Modifications Needed

Consistency modifications are prescribed only as deemed necessary by physician/medical team order.

1.3.5 Other Considerations

- a. To avoid excessive fat calories which result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed 2 ounce per serving. Also, these high fat items shall not be added to meals when they are not appropriate. For example, margarine shall not be added to meals with entrees such as hot dogs using a more appropriate mustard condiment.
- b. A sack meal shall be provided for inmates who miss the service of the regularly scheduled meal due to out to court, work assignments, or late book-ins, for those inmates housed in the intake/release areas of the Jail and Juvenile Services Center. The sack meal shall be based upon the afore stated required caloric intake. **A one-week cycle indicating the variety shall be submitted with the proposal.**

1.4 Regulatory and Funding Restrictions

The Vendor shall meet all RDA, NIJO, NSLP, and ACA and appropriate Food Distribution Program guidelines and regulations for meals served to inmates in all facilities.

1.5 Special Considerations

- 1.5.1 All employees of the contracting firm who will work in the Jail must be cleared by the Pennington County Sheriff's Office. All employees must comply with the Office's written policy and procedures relating to facility security. The County will provide security training and the Vendor will be responsible for employee wages.
- 1.5.2 All proposals must clearly detail the proposed duties of the food service manager. Included in this section shall be detailed explanation of method

of supervision, performance review, job description and overall approach to implementation of service.

SECTION III

2021 FACILITIES INFORMATION

Facility	Average Daily Population for 2021
Jail	593
Juvenile	39
Care Campus	60

Meal type	Amount served in 2021
Sack Lunches	4,983
Snacks	22,052
Kosher	15,336
Total Meals served	693,801

Appendix A

ACCOUNTING PROGRAM REQUIREMENTS

ACCOUNTING

- System must be interfaced to all lobby kiosks and booking managers (coin\bill acceptors) and show exactly what is in each money box at any time and a report of the money separated out into denominations.
- Must have reports for each lobby kiosk and booking manager as to all deposits for each individual inmate.
- Must have a running check book that will list all checks written and voided indefinitely and give the current real time balance every time it is pulled up.
- Must be able to compile a bank deposit of all individual reconciled cash drawers detailing all cash\money order and checks that are in the bank deposit.
- Needs to be able to accept cash\money order\checks\coin\credit\debt cards and ACH deposits.
- Needs to be able to compile a daily report of the prior 24-hour checks written from our facility to be exported to our bank every single day as fraud protection, if any check comes through our bank that is not in that file it will be sent to accounting to be looked at.
- Must have separate funds for every inmate fee that is billed to the inmates account for tracking purposes and submitting payment to the County each month from every individual fund.
- Needs to be able to complete a monthly bank reconciliation detailing cleared deposits\cleared checks\voided checks\outstanding deposits and outstanding checks in a report that can be exported to excel for submission to the county auditor's office every month.
- Needs to be able to capture all outstanding checks for a selected period and automatically void each individual check from the inmate's money account and capture all of the voided check funds into a general fund so the total dollar amount can be submitted to the state treasurer's office as unclaimed property along with a report of every individual check\inmate name.
- Needs to be able to interface with our debit card company so that a card load summary file can be automatically sent daily to the debit card company of the debit cards issued to inmates for the prior 24 hours so the debit card company knows the dollar amount to ACH from our checking account daily.
- Needs to interface with our inmate phone company and automatically transfer all inmate phone time purchases into a phone time fund so when we get billed monthly from the phone company I can balance the bill against the fund before cutting a check out of that fund to submit to the inmate phone company.
- Needs to interface with our inmate commissary provider and automatically transfer all inmate commissary purchases into a commissary fund so when we get billed monthly from the commissary company I can balance the bill against the fund before cutting a

check out of that fund to submit to the inmate commissary company. Also have the capability of refunding inmate orders that were not received by the inmate due to release or any other situation.

- Needs to have a non-resident bond screen that has fields to key in a person's name and warrant # and allows kiosk entry into a bill\coin acceptor for entry of all non-residents coming to the front desk to pay warrants. After entry into the non-resident bond screen the bond amount needs to transfer to bond agency payments so a check can be cut for the clerk of courts and the warrant fee needs to transfer into the warrant fee fund to be tracked and paid out monthly to the county.

INMATE ACCOUNTS

- Every inmate that is booked in needs to have a money account where all incoming and outgoing money is tracked indefinitely.
- Needs to interface with Records Management Software (RMS) so when an inmate is booked in a money account will automatically either reopen an existing account or create a new account.
- Also, will need to interface with lobby kiosks so when an inmate is in custody a person can pull them up on the lobby kiosk and deposit money into their account. Also interface online so a person can deposit money on their account online.
- The interface with the RMS also needs to automatically charge any daily room and board fees each day that would pertain to that inmate according to how they are booked in. The fees that are charged to the individual inmate money account need to automatically transfer into separate funds for monthly tracking of each inmate fee and payout to the county. If the inmate does not have any funds when the fee is charged a debt to the inmates account needs to be created and retained indefinitely on the inmates account until paid through a deposit on the inmates account.
- Needs to be able to split deposits 50/50 when an inmate has debt and receives a deposit, half will be available for the inmate to use and half will be applied to the debt.
- Each individual inmate money account needs to have a transaction screen where every single transaction and the dollar amount of that transaction is listed.
- Each individual inmate money account needs to have a debt screen where all outstanding debts are listed and can be paid through this screen.
- Each individual inmate money account needs to have a bond screen that lists all bonds from the interface with the RMS that the person is currently being held on and can be paid through this screen and also interfaced to the lobby kiosks and online so they can be paid there as well.
- Each individual inmate money account needs to have an order screen that will list all commissary orders that have been placed.
- Each individual inmate money account must have the capability of placing a hold on any balance the inmate may have in case of a Sheriff's seizure notice or any other situation that may warrant that.

- Each individual inmate money account needs to have the capability of attaching the inmate's debit card to it so they can pay their own bond.
- Each individual inmate money account must have detailed reports of all transactions.
- Each individual inmate money account must have the capability to pull an average balance statement using dates, of average deposit amount, average balance, and current balance. I receive requests for this information occasionally from the federal courts.
- Each individual inmate money account must have the capability to print a check, also override debt and print a check if warranted.
- When bond is posted on an inmate's account it needs to automatically be transferred into a bond payment fund with the other bonds that were posted so that checks can be written to the Clerk of Courts directly from that fund.
- If the warrant fee is included in the bond that is posted then the warrant fee needs to be automatically separated out and transferred into a warrant fee fund where it can be tracked and paid out to the county monthly.
- Needs to be interfaced with the debit card company to be able to issue debit cards from individual inmate accounts at release.
- Needs to be interfaced with our inmate phone provider.

Appendix B

EXISTING INMATE KIOSK/PHONE LOCATIONS

(Additional locations as applicable to each Vendor’s system should be appropriately outlined in the Vendor’s submission and discussed during the Vendor presentation.)

Location	Beds	Phones	Visitation Kiosks	Commissary Kiosks	Cordless Phones	Public Kiosks
Main Jail Capacity - 296						9
Cellblock 1	24	2	1	1		
Cellblock 1.5	10		1			
Cellblock 2	10	1	1	1		
Staging Interview Room	-					
Cellblock 3	30	2	1	1		
Cellblock 4	15	1	1	1		
Cellblock 5	15	1	1	1		
345 Interview Room	-					
345 Interview Booths	-		1			
Cellblock 6	12	1	1	1		
Cellblock 7	12	1	1	1		
Cellblock 8	28	2	1	1		
678 Interview Room	-					
678 Interview Booths	-		1			
Cellblock 9	60	3	2	1		
9 Interview Room	-					
Cellblock 10	60	3	2	1		
10 Interview Room	-					
Booking	20	3		1		
Booking Interview Room	-		1			
Jail Annex Capacity - 328						
Cellblock 11E	59	4	2	1		
11E Interview Room	-					
Cellblock 11W	59	4	2	1		
11W Interview Room	-					
Cellblock 12	8	1	1	1		
Cellblock 13	44	3	2	1		
12/13 Interview Room	-					
Cellblock 14	44	3	2	1		
Cellblock 15	8	1	1	1		
14/15 Interview Room	-					
Cellblock 16	8	1	1	1		
Cellblock 17	45	3	2	1		
16/17 Interview Room	-					
Cellblock 18	45	3	2	1		

Cellblock 19	8	1	1	1		
18/19 Interview Room	-					
Jail & Juvenile Swing Units - 38						
Cellblock D1	20	1	1	1		
Cellblock D2	18	1	1	1		
D1/D2 Interview Room	-					
Juvenile Capacity - 41						
Pod A	12	1			3	
Pod B	12	1			3	
Pod C	12	1			3	
Booking	5	1			2	
Commons	-	1				
Conference	-		3			
	703	51	37	23	11	9

Not Applicable

Appendix C Food Service Fee Schedule Worksheet

Vendor Name: _____

FOOD SERVICE

Regular Tray	\$ _____	Snack	\$ _____
Kosher Tray	\$ _____	Special Diets*	\$ _____
Sack Lunch	\$ _____	<i>*When Special Diet Tray deviates substantially from the Regular Tray</i>	

ADDITIONAL FOOD SERVICE AVAILABLE FOR CONSIDERATION

Description: _____

Commission %	\$ _____	Additional Fees (1)	\$ _____
Markup %	\$ _____	Additional Fees (2)	\$ _____

Fee Explanation: _____

ADDITIONAL FOOD SERVICE AVAILABLE FOR CONSIDERATION

Description: _____

Commission %	\$ _____	Additional Fees (1)	\$ _____
Markup %	\$ _____	Additional Fees (2)	\$ _____

Fee Explanation: _____

ADDITIONAL FOOD SERVICE AVAILABLE FOR CONSIDERATION

Description: _____

Commission %	\$ _____	Additional Fees (1)	\$ _____
Markup %	\$ _____	Additional Fees (2)	\$ _____

Fee Explanation: _____

Not Applicable

Appendix D

Inmate Technology Service Schedule Worksheet

Vendor Name: _____

Vendor will provide and install the required network infrastructure:

Yes No

Phones/Kiosks/Tablets provided at no additional costs to fees outlined below:

Yes No

Inmate Technology Services available to available to Safety & Justice Partners

Yes No

without cost when authorized by the Pennington County Sheriff's Office:

Law Library Cost \$ _____

TELEPHONE SERVICE

Collect Calls		Pre-Paid Calls		Debit Calls	
Interstate	\$ _____	Interstate	\$ _____	Interstate	\$ _____
Intrastate	\$ _____	Intrastate	\$ _____	Intrastate	\$ _____
Local	\$ _____	Local	\$ _____	Local	\$ _____

Commission % \$ _____

Connection Fees \$ _____

Minimum Minute Increments _____

Connection Fees \$ _____

Notes: _____

VIDEO VISITATION SERVICE

Video Visit Rates	\$ _____	Connection Fees	\$ _____
Commission %	\$ _____	Connection Fees	\$ _____
Minimum Minute Increments	_____		

Notes: _____

ELECTRONIC MESSAGING SERVICE

Email Rates	\$ _____	Instant Messaging Rates	\$ _____
Commission %	\$ _____	Commission %	\$ _____

Notes: _____

ADDITIONAL TECHNOLOGY AVAILABLE FOR CONSIDERATION

Description: _____

Commission %	\$ _____	Additional Fees (1)	\$ _____
Markup %	\$ _____	Additional Fees (2)	\$ _____

Notes: _____

Not Applicable

Appendix E Commissary Service Fee Schedule Worksheet

Vendor Name: _____

COMMISSARY SERVICE

Commission %	\$ _____	Online Deposit Fee	\$ _____
Markup %	\$ _____	Purchase Fees	\$ _____
Public Kiosk Fee (Cash)	\$ _____	Transaction Fees	\$ _____
Public Kiosk Fee (Card)	\$ _____		

Notes: _____

ADDITIONAL COMMISSARY SERVICES AVAILABLE FOR CONSIDERATION

Description: _____

Commission %	\$ _____	Additional Fees (1)	\$ _____
Markup %	\$ _____	Additional Fees (2)	\$ _____

Notes: _____

ADDITIONAL COMMISSARY SERVICES AVAILABLE FOR CONSIDERATION

Description: _____

Commission %	\$ _____	Additional Fees (1)	\$ _____
Markup %	\$ _____	Additional Fees (2)	\$ _____

Notes: _____